



# Conditions for Participation

on the GOODIES XXL fair  
25. - 27.08.2009

By registering for the event, the exhibitor legally acknowledges all aspects of the following Specific Conditions for Participation in Goodies XXL fair (Part A) as well as the General Conditions for Participation in Events (Part B). These collective conditions define the legal framework for participation in the event.

## Prerequisites for Exhibiting

The event is primarily intended for manufacturers, distributors and importers. Goodies Messegesellschaft Anklam decides on the admission of exhibitors based on the compatibility of their range of exhibits with the products categories at the event. Products which do not accord with the product category index of the event may not be exhibited unless they are absolutely necessary for the presentation or functioning of the actual exhibiting object. Goodies Messegesellschaft Anklam is authorized to remove from the stand any exhibits that do not accord with the product category index.

## Fees and Time of Payment

### I. Stand Area

#### 1. Prices

##### a) stand rental per sqm

Row stand	49,00 Euro
Corner / End stand	59,00 Euro
Block stand	69,00 Euro

When calculating the rented stand area no deduction is made of hall supports. The full amount will be charged for every square metre or part thereof. The minimum stand size is 15 sqm.

##### b) Surcharges to rent

Current advertising charge 20 % of the rent / sqm, net

The advertising charge includes e. g. the following services: Company listing in catalogue / trend catalogue and Internet with logo and PR-Text, use of guest tickets and other advertising material without limitation.

##### c) Advance payment for technical installations

10,00 Euro / sqm, net

### II. Value-Added Tax

All prices are subject to statutory value-added tax, where applicable. Important for foreign exhibitors: Foreign businesses may request of the value added tax by applying to the Federal Finance Office (Bundesamt für Finanzen) in Bonn. The following prerequisites must be met:

1. The applicants own country must reciprocate by refraining, from levying VAT or a similar tax on companies in Germany, or by allowing them to apply for refund of any VAT paid
2. The application must be made within the prescribed time limit (i. e. no later than six month after the end of the calendar year in witch the trade fair was held).

Please send your application directly to:

Bundeszentralamt für Steuern  
Hauptdienstszitz Bonn-Beuel  
An der Kuppe 1  
53225 Bonn, Germany  
Phone: +49 228 4060, Fax: +49 228 4062661, www.bzst.bund.de

### III. Payment Dates

The rent fees for stand spaces, publicity expenditure and the advance payment for services must be paid by July 15, 2009, unless otherwise specified in the contract. If the invoice is made out after these dates, then the full amount shall be due by the date indicated on the invoice, or else within seven days of the invoice date. We reserve the right to charge interest arrears for late payment, starting with due date. After the event a separate final invoice for services will be made out. The advanced payment for services will be offset against the final amount.

## Stand Security

Only security firms approved and licensed by the Goodies Messegesellschaft Anklam are allowed to handle stand security at the show. Exceptions to that rule are granted on special request for companies that have appropriately demonstrated their reliability.

## Setting-up and Dismantling Period

Goodies Messegesellschaft Anklam is authorized within the dismantling period to disposed of at the cost of the exhibitors any objects that have not been removed in due time. There is no need to store such objects before disposing of them. Dismantling of the exhibition stands and products presentations may not begin before the end of the event at 5 p.m. on Thursday August 27, 2009.

The stand not partially or completely cleared no may exhibits be packed away, before this time. Goodies Messegesellschaft Anklam has the right to impose a fine for each time that an exhibitor violates this regulation. The size of the fine will depend on the seriousness of the violation. In addition/as an alternative the exhibitor may be banned from participating in the following event.

## Guidelines for stand construction and technical regulations

Stand structures must comply with the venue technical regulations and legal requirements published by the venue where the Goodies Messegesellschaft Anklam is held. The exhibitor or his contractor must guarantee that all stand structures fulfil this standard. The height of the stand structure is not to exceed 6,00 m and less than 1 m from the aisle it is limited to 3,00 m. These restrictions do not apply for exhibited objects. Specific architectural restrictions may apply. In some cases it is possible to exceed the maximum overall height at the boundaries, provided to the written agreement of the stand neighbours and final approval of the Goodies Messegesellschaft Anklam.

Start of setting up: 22.08.2009, 7.00 a.m.  
End of dismantling: 28.08.2009, 6.00 p.m.

## General Condition

- I. General Conditions for Participating in the International Trade for special item, Goodies XXL

### 1. General Conditions

The condition participation in the Goodies XXL, as well as the following General Conditions for Participating in Events at the Düsseldorf Exhibition Grounds refer to the allocation of display space by Goodies Messegesellschaft Anklam to companies exhibiting in the event, insofar as the contractual partners have not made contrary agreements in writing. Transfer to a third party of the rights and obligations resulting from this contract is permissible only if the Conditions of Participation provide for this possibility.

### 2. Conclusion of Contract

Application for a stand is made by filling in and returning the applications forms, Confirmation of the allocation of a stand by Goodies Messegesellschaft Anklam. Constitutes conclusion of the rental contract between the exhibitor and Goodies Messegesellschaft Anklam. If the contents of the stand confirmation deviates from the contents of the exhibitors application, the contract is based on the substance of the stand confirmation unless the exhibitor objects in writing within 2 weeks.

### 3. Stand Space Allocation

The Goodies Messegesellschaft Anklam allocation stand space. Insofar as the event is subdivided into specialist trade fairs, the allocation is made according to the compatibility of the exhibits with a specialist trade fair and – if appropriate – with a main theme within a specialist trade fair.

The Goodies Messegesellschaft Anklam reserves the right to deviate from the stand confirmation and to allocate a stand in a different location, to alter the size of the stand, to re-locate or close entrances and exits to the Exhibitors Grounds and the halls, and to carry out any other structural alterations providing it has a substantial interest in such measures as a result of special circumstances.

In such cases the exhibitor may withdraw from the contract in writing within one week of receiving notification of this type of alteration provided his interest are unreasonably impaired by the alteration.

#### 4. Stand Construction and Design

The construction, design and safety of stands are the responsibility of the exhibitor and must be in accordance with the general rules and technical regulations of Goodies Messegesellschaft Anklam and the venue the trade fair is held.

Presentations may only take place on exhibition stand and must be so arranged as to cause no visual or acoustic nuisance to neighbouring stands and no obstruction on the stands or in aisles. Infringement of this ruling authorized Goodies Messegesellschaft Anklam at its discretion to forbid such presentations that cause a nuisance or obstructions. If the infringement is repeated Goodies Messegesellschaft Anklam may terminate the stand rental contract without notice.

Stands must display exhibits and be occupied by staff throughout opening hours. Only brand-new goods may be exhibited, except in the case of articles solely for furnishing or illustrative purposes. The display of products other than those listed in the application is not permitted.

The Goodies Messegesellschaft Anklam is entitled to have exhibits removed from the stand if their display runs counter to the principles of fair competition or does not accord with the range of exhibits for the event.

Sales effected by handing over a product or receiving money for a product (direct sales) are not permitted. The same applies to services for which a charge is made. Any possible exceptions to this rule are given in the specific conditions for each event.

The exhibitor is entitled to conduct interviews only on his own stand.

#### 5. Additional Companies Represented

The sharing of a stand area by several companies is only permissible if the application documents for the event explicitly approve of co-exhibitors or indirectly represented companies. Sharing a stand area with another company requires a special application forms and moreover requires the written consent of Goodies Messegesellschaft Anklam. The following must be registered:

- Co-exhibitors, i.e. those companies which are represented with their own display goods and personnel alongside the exhibitor on the stand area rented by the exhibitor or organizer.
- Indirectly represented companies (to the extent possible as indicated in the application forms for the given event), i.e. those companies which are not exhibitors, but which are represented through the exhibitor with their own display goods and not solely by brochures or similar publications. Indirectly represented companies are not listed in the exhibition catalogue.

The approval of co-exhibitors and indirectly represented companies will be charged for (see clause Conditions of Participation). Where appropriate these Conditions of Participation apply to these companies as well. The exhibitor must inform these companies of the Conditions of Participation and any supplementary conditions.

If an exhibitor fails to register co-exhibitors or indirectly represented companies or gives incomplete or incorrect information in his application, Goodies Messegesellschaft Anklam may determine and charge fees as if an application had been made in accordance with the regulations.

Should several companies wish to rent a stand jointly, they are required to name on person as a joint representative in their application. Moreover, each of the exhibitors is obliged to send samples to the stand and staff it with his own personnel.

If a third party company is employed to set up the exhibition stand or otherwise used to organize the exhibitors in the trade fair, the exhibitor can authorize this company, by indicating the representatives address in writing, to order legally binding services or to submit declarations connected with the participation in the trade fair for the exhibitor, as well as for any co-exhibitors and indirectly represented companies. All further documents related to the event (stand confirmation, services, technical regulations, etc.) will be sent to this named, authorized company, which will process them for the exhibitor.

#### 6. Terms of Payment

The time of payment in Section III must be adhered to. Advance payment of the full invoice amount is a precondition for use of the allocated stand area, for entry in the catalogue and for the issuing of exhibitor identity cards. All invoices must be paid in euro (cf. section 12) without any deductions. Payment must be made by transfer to one of the bank accounts stated in the invoice. Goodies Messegesellschaft Anklam reserves the right to charge default interest delayed payments.

The exhibitor renounces the right to offset counterclaims against participation fees payable, costs for supplementary services and other claims resulting from the contractual relationship unless the counterclaims are undisputed or have been confirmed by a court of law.

If the exhibitor fails to meet his financial obligations, Goodies Messegesellschaft Anklam is entitled to retain exhibits and the stand equipment and to sell them by public auction or by private contract at the expense of the exhibitor. The statutory provisions and realization of objects seized are set aside insofar as this is legally permissible.

An advance lump sum will be charged for services (e.g. advertising in the catalogue and Internet, electricity, water and telephone) available to the exhibitor during the event, independent of the volume of the supplementary services actually ordered.

Several weeks after the end of the event a final invoice for service will be made out in which the advance payment will be set off against the amount due. The exhibitor has no claim to interest payable on the advance deposit.

Exhibitors, co-exhibitor and indirectly represented companies are jointly and severally liable to Goodies Messegesellschaft Anklam with regard to obligations arising from the rental contract or from orders placed for services.

#### 7. Reservations

Goodies Messegesellschaft Anklam is entitled to cancel an event at its own discretion if the economic soundness of holding the event appears questionable. The mutual obligations of both contractual parties expire at the time of cancellation; no claims for refunds or damages shall derive from the cancellation. Goodies Messegesellschaft Anklam will however refund any payments received from the exhibitor for service not performed by the time of cancellation.

All services are provided within the limits imposed by the facilities available. Given serious cause (e.g. industrial action, acts of God), Goodies Messegesellschaft Anklam is entitled to postpone to exhibition, curtail it, does it temporarily in whole or in part, or cancel it. In the event of complete or partial postponement or of curtailment, the contract is regarded as valid for the new date and the new duration unless the exhibitor objects in writing within a period of 2 weeks after notification of the alteration.

There will be no reduction of the contractual prices.

#### 8. Exemption from Liability

Goodies Messegesellschaft Anklam does not undertake to safeguard exhibits or stand equipment.

Goodies Messegesellschaft Anklam is legally liable in other respects for damage claims involving cases of intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents, insofar as such claims are lodged by the exhibitor. To the extent that no international violation of the contract is assigned to Goodies Messegesellschaft Anklam and in the case of a culpable violation of a material contractual obligation on its part, Goodies Messegesellschaft Anklam.

Goodies Messegesellschaft Anklam liability is limited to foreseeable, conventional damages. The foregoing does not affect Goodies Messegesellschaft Anklam liability owing to a culpable injury to life or bodily health.

To the extent not governed by a conflicting provision in the above, Goodies Messegesellschaft Anklam excludes any liability for damages, regardless of the legal nature of the claim and particularly with regard to claims owing to a violation of any precontractual obligations (culpa in contrahendo), or any other neglect of duty or tortious claims involving damage to property or financial loss in accordance with Article 823 of the German Civil Code (BGB).

The exhibitor is not entitled to a reduction in rent unless an attempt to remedy defects in the rented objects becomes unsuccessful or unless Goodies Messegesellschaft Anklam fails to take steps to alleviate the defect, despite being granted a reasonable grace period.

The above mentioned liability regulations are valid for all services performed by Goodies Messegesellschaft Anklam in connection with the exhibitors participation at the event.

#### 9. Premature Termination of the Rental Contract

If, subsequent to binding registration or contract conclusion, Goodies Messegesellschaft Anklam by way of exception assents to the exhibitors request for a complete or partial withdrawal from the contract, the exhibitor is obliged to pay a flat compensation charge to Goodies Messegesellschaft Anklam. If the exhibitor proves that the actual damage caused to Goodies Messegesellschaft Anklam is nil or substantially less than the amount of the flat compensation charge, he must pay only the appropriately reduced level of compensation. The amount of the flat compensation charge is listed in the subsequent table, based on the following two factors,

- The point in time at which Goodies Messegesellschaft Anklam is in possession of the exhibitors binding written cancellation of this trade fair registration or his existing stand rental contract.
- The participation price due for the registered or rented stand area (see the Conditions for Participation)

Table of cancellation charges

Time by which written cancellation is received by Goodies Messegesellschaft Anklam

Percent charged based on the regular participation price for the amount of stand space registered (if cancelled before receipt of stand confirmation) or confirmed.

Less than two months before opening day of the fair	100 %
Less than three, but not less than two months before opening day of the fair	50 %
Less than four, but not less than three months before opening day of the fair	25 %
Four months or longer before opening day of the fair	10 %

Without relinquishing the right to lodge ancillary claims, Goodies Messegesellschaft Anklam is entitled to withdraw from or to terminate, without notice, the rental

contact, long-term rental contract involving services is the exhibitor fails, even after a reasonable period of grace, to meet obligations arising from the rental contract, the Condition of Participation or any supplementary regulations. Goodies Messegesellschaft Ankum likewise maintains the right to terminate the contract without notice if the prerequisites on the part of the exhibitor which formed the original basis of the contract have become inapplicable, in particular if the exhibitor has so altered his manufacturing program that his products can no longer be assigned to the product category index for the relevant trade fair.

The same applies in the case where the exhibitor suspends payment or becomes involved in composition or bankruptcy proceedings or similar proceedings according to foreign law, or if the exhibiting company is in the process of liquidation.

If the stand rental contract is terminated for reasons listed in the previous paragraph, then Goodies Messegesellschaft Ankum is likewise entitled to receive payment of a flat compensation charge. The amount of this flat charge will be calculated based on the same criteria applicable to cases of cancellation by the exhibitor. The point in time upon which calculation of the flat compensation charge is based is the time when Goodies Messegesellschaft Ankum received written advice of the facts justifying termination of the contract.

#### **10. Supplementary Provisions**

Constituent parts of the rental contract are the Regulations for the Exhibition Grounds, the list of goods (products category index), and the organizational (e.g. exhibitor information), technical and other rules sent to the exhibitor before the trade fair opens. In particular the conditions listed in the services binder apply, which stipulate specific services as obligatory – and in some cases subject to charge – in connection with the event (e.g. entry in the catalogue, exhibitor identity cards).

#### **11. Claims Procedure, Place of Performance and Place of Jurisdiction**

All claims by the exhibitor against Goodies Messegesellschaft Ankum must be lodged in writing. The period of limitation is 6 months starting from the closure of the event. Agreements which deviate from these Conditions or from any supplementary regulations must be in writing; facsimile signatures suffice. The contract is governed exclusively by German law; text is authoritative. Place of performance and jurisdiction is Osnabrück. The Goodies Messegesellschaft Ankum reserves the right, however, to bring its claims before the courts competent for the area where the exhibitor has his registered office.